

**EXHIBIT “D - Part 2”**

4) Computer Reports

- a) The format for the computer printout reports shall include the following:
  - (1) Timing Status Report - itemize all activities on the progress schedule on an early start basis;
  - (2) Contract Report - a grouping of activities in each individual Construction Contract on an early start basis;
  - (3) Summary Bar Chart - Summarizes the actual work period for each Construction Contract; and
  - (4) Time-Scaled Network Plot - indicates critical activities for each Construction Contract.
- b) The Timing Status Report shall also show the following information for each activity:
  - (1) the current percentage completion;
  - (2) whether an activity is "on schedule" or "behind schedule"; and
  - (3) the latest and earliest scheduled finish date.

5) Cash - Flow Summary Report

Provide a standard S-Curve delineating monies to be expended over the estimated construction time period. This shall be accomplished by obtaining a dollar value from the contractors for each scheduled activity required on the Project. This data shall be superimposed and presented in a graphic form for reporting. The Prime Contractors are required to provide the data.

c. Monitoring of Construction Progress1) Bi-Weekly Schedule Meetings

- a) Bi-Weekly schedule meetings shall be held by the CONSTRUCTION MANAGER to review the overall progress schedule.
- b) The frequency of the schedule meetings may vary through the project. The OWNER will determine the frequency of the meetings.

2) Field Information

- a) To initiate the reporting from the site, the Prime Contractor's, Architect's, and OWNER's Representative shall jointly prepare the input data. The CONSTRUCTION MANAGER shall visit the site in order to obtain the reporting information. The input data provided should contain the following information for all activities underway or completed:

- 1) if the activity is underway:

- a) the starting date of the activity commenced during the period; and
- b) estimated duration remaining for the activity underway;
- c) percentage complete for activity underway; or
- 2) if the activity has been completed, its completion date.

d. Updating Network and Reporting Procedure

1) The original Time Scale Network shall be updated following development of the Total Project Schedule as required to show the actual status of all activities in relation to the baseline Total Project Schedule. The critical path with the least amount of float will be posted. In the event items fall behind schedule, they will be re-plotted with partial time scaled network diagrams which will be provided for three (3) month intervals as the Construction Work progresses.

2) The following procedure shall be used to report on the construction schedule at the end of each progress updating period. The updating/progressing shall be done on a monthly basis, or as directed by the OWNER.

- a) Obtain field information at the job site from the OWNER's and Prime Contractors' Representatives.
- b) Review and analyze the data before inputting into the computer. Contact the job site by telephone when additional information is required to avoid costly computer trial runs and to insure a timely report.

e. Narrative

1) Provide a comprehensive narrative upon the completion of each updating which shall include the following information:

- a) changes made to the Network Diagram and Schedule;
- b) current status of the Project including the critical path;
- c) listing of activities behind the initial time scale schedule;
- d) a specific critical activity listing, including future potentially difficult areas.

2) Specific recommendations dealing with construction scheduling and sequencing shall be made for the purpose of keeping or returning the Project on schedule.

f. Report Distribution

Include in each updating,

- 1) the updated network schedule,

- 2) the updated computer reports
- 3) a current narrative report, and
- 4) an updated cash-flow summary report

Actual distribution to be made as directed by the OWNER.

g. Preservation of Records

In addition to the periodic distributions outlined herein, the CONSTRUCTION MANAGER shall maintain and safeguard a copy of all scheduling information outlined herein for turnover to the OWNER at the completion of the Project, or earlier if requested by the OWNER. The method intended for use by the CONSTRUCTION MANAGER in maintaining/ safeguarding this scheduling information must be submitted to the OWNER for review and pre-approval.

## APPENDIX "B"

SCHEDULE OF APPROVED PERSONNEL CLASSIFICATIONS  
AND MAXIMUM DIRECT SALARY RATES

<u>CLASSIFICATIONS</u>	<u>APPROVED MAXIMUM</u> <u>HOURLY RATES</u>
PROJECT EXECUTIVE	45.44
PROJECT MANAGER	44.91
ASST. PROJECT MANAGER	40.87
PROJECT ENGINEER GC	34.14
PROJECT ENGINEER MEP	34.14
SUPERINTENDENT	32.70
ASST. SUPERINTENDENT	31.26
MECH ENGINEER HVAC	33.22
MECH ENGINEER PLUMB.	38.26
ELECTRICAL ENGINEER	33.18
SITE SAFETY MANAGER	28.85
CHANGE ORDER MANAGER	31.74
CHANGE ORDER ESTIM.	25.97
SCHEDULER-P/T	26.45
PROJECT ACCOUNTANT	25.97
PLAN CLK/TRAINEE	15.39
ADMIN. ASSISTANT	14.43
SECRETARY	12.99
COMPUTER TECH	24.04

(1) Salaries

Approved Maximum Daily Rates are those maximum rates in effect through June 30, 1997. Maximum Hourly rates may be adjusted at the beginning of each salary year. Any adjustment is subject to review and pre-approval of the Director, Contracts and Cost Control Unit, and will not require a formal Amendment to this Agreement.

(2) Assignment of Personnel

Assignment and time durations of all Construction Management Personnel assigned to the Project by the CONSTRUCTION MANAGER shall be subject to the approval of the OWNER. The OWNER may request the CONSTRUCTION MANAGER to remove from the Project any employee the OWNER deems incompetent, careless, or otherwise objectionable and replace said employee with more suitable personnel. The OWNER may also approve additional personnel classifications if deemed necessary.

(3) Monthly Requisitions

All payment requisitions must account for the time of all personnel by name, title, and approved daily rates.

## APPENDIX "C"

SUMMARY OF PAYMENTSA. CONSTRUCTION PHASE

1.	<u>Actual Direct Salaries</u>	\$3,629,760 NTE
2.	<u>Fringe Benefits</u>	797,490 NTE
3.	<u>Consultant's Costs</u>	-0-
4.	<u>Fixed Fee</u>	1,505,000
5.	<u>MAXIMUM AMOUNT PAYABLE</u>	5,932,250 NTE

Payments for Services shall be made monthly as approved by the OWNER. Payments shall be requisitioned on the OWNER's form, PERSONAL SERVICES AGREEMENT REQUISITION, with accompanying backup. Only said form shall be used for reimbursement of Services.

NTE = Not to Exceed

LS = Lump Sum

**APPENDIX "D"**  
**ADDITIONAL ITEMS**

**1. LABOR LAW PROVISIONS**

a. It is hereby agreed that all applicable provisions of the Labor Law of the State of New York shall be carried out in performance of the Work.

b. The CONSTRUCTION MANAGER specifically agrees, as required by Labor Law, Sections 220 and 220-d as amended, that:

(1) no laborer, workmen, or mechanic, in the employ of the CONSTRUCTION MANAGER, SUBCONSULTANT, or other person doing or contracting to do the whole or any part of the work contemplated by this Agreement shall be permitted or required to work more than eight (8) hours in any one (1) calendar day or more than five (5) days in any one week, except in the emergencies set forth in the Labor Law;

(2) the wages paid for legal day's work shall be not less than the prevailing rate of wages as defined by law;

(3) the minimum hourly rate of wages to be paid shall be not less than that stated in this Agreement and shall be designated by the Industrial Commissioner of the State of New York; and

(4) the CONSTRUCTION MANAGER and every SUBCONSULTANT shall post in a prominent and accessible place on the Site, a legible statement of all minimum wage rates and supplements to be paid or provided for the various classes of laborers and mechanics to be engaged in the Work and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

c. The minimum wage rates, if any, herein specified for apprentices shall apply only to persons working with the tools of the trade which said persons are learning under the direct supervision of journeyman mechanics. Except as otherwise required by law, the number of apprentices in each trade or occupation employed by the CONSTRUCTION MANAGER or any SUBCONSULTANT shall not exceed the number submitted by the applicable standards of the New York State Department of Labor, or, in the absence of said standards, the number permitted under the usual practice prevailing between the unions and the employer's association of the respective trades or occupations.

d. All employees of the CONSTRUCTION MANAGER and each SUBCONSULTANT shall be paid in accordance with the provisions of the Labor Law. All payments shall be made in cash, except a payment may be made by check upon a certificate of the Industrial Commissioner of the State of New York. Certified payroll copies shall be provided to the OWNER upon request.

e. The CONSTRUCTION MANAGER agrees that, in case of underpayment of wages to any worker engaged in the Work by the CONSTRUCTION MANAGER or any SUBCONSULTANT, the OWNER shall withhold from the CONSTRUCTION MANAGER, out of payments due, an amount sufficient to pay said worker the difference between the wages required to be paid under this Agreement and rates actually paid said worker for the total number of hours worked and that the OWNER may disburse said amount so withheld by the OWNER for and on account of the CONSTRUCTION MANAGER to the employees to whom said amount is due. The CONSTRUCTION MANAGER further agrees that the amount to be withheld pursuant to this paragraph may be in addition to the percentages to be retained by the OWNER pursuant to other provisions of this Agreement.

f. Pursuant to subdivision 3 of section 220 and section 220-d of the Labor Law this Agreement may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than:

(1) the stipulated wage scale as set forth in Labor Law; Section 220, subdivision 3, as amended, or

(2) less than the stipulated minimum hourly wage scale as specified in Labor Law, Section 220-d, as amended.

g. The CONSTRUCTION MANAGER specifically agrees, as required by the Labor Law, Section 220-e, as amended, that:

(1) in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, or for the manufacture, sale, or distribution of materials, equipment, or supplies hereunder, but limited to operation performed within the territorial limits of the State of New York, no CONSTRUCTION MANAGER, nor any person acting on behalf of said CONSTRUCTION MANAGER or SUBCONSULTANT, shall by reason of race, creed, color, sex, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

(2) no , CONSTRUCTION MANAGER, nor any person on behalf of said CONSTRUCTION MANAGER or SUBCONSULTANT shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, sex, or national origin;

(3) there may be deducted from the amount payable to the CONSTRUCTION MANAGER, by the OWNER under this Agreement, a penalty of Fifty and 00/100 Dollars (\$50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the terms of this Agreement; and

(4) this Agreement may be canceled or terminated by the OWNER and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of this Agreement.

h. The CONSTRUCTION MANAGER specifically agrees:

(1) that the CONSTRUCTION MANAGER will certify its payrolls and keep these certified records on site and available, and provide copies to the OWNER upon request.

(2) that, as part of the required posting of wage schedules, the CONSTRUCTION MANAGER will display on the job site, in a conspicuous place, posters and wallet size cards supplied by the Department of Labor which inform employees of their entitlement to receive prevailing wages and supplements as determined by the Department of Labor.

(3) that the CONSTRUCTION MANAGER will provide each worker with a written notice informing the worker of the prevailing wage requirements for the job. The notice shall contain a simple statement or declaration for the worker's signature, which the CONSTRUCTION MANAGER shall obtain, attesting to the fact that the worker was given this information. Records must be maintained on site and made available, and copied to the OWNER upon request.

## **2. NONDISCRIMINATION**

During the performance of this Agreement, the CONSTRUCTION MANAGER agrees as follows:

a. The CONSTRUCTION MANAGER will not discriminate against any employees or applicant for employment because of race, creed, color, sex, national origin, age, disability, or marital status.

b. If directed to do so by the Commissioner of Human Rights, the CONSTRUCTION MANAGER will send to each labor union or representative of workers with which the CONSTRUCTION MANAGER has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising said labor union or representative of the CONSTRUCTION MANAGER's agreement under



clauses a. through g. (hereinafter called "nondiscrimination clauses"). If the CONSTRUCTION MANAGER was directed to do so by the contracting agency as part of the bid or negotiation of this Agreement, the CONSTRUCTION MANAGER shall request said labor union or representative to furnish a written statement that said labor union or representative will not discriminate because of race, creed, color, sex, national origin, age, disability, or marital status, and that said labor union or representative will cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these nondiscrimination clauses and that it consents and agrees that recruitment, employment, and the terms and conditions of employment under this Agreement shall be in accordance with the purposes and provisions of these nondiscrimination clauses. If said labor union or representative fails or refuses to comply with said request that it furnish such a statement, the CONSTRUCTION MANAGER shall promptly notify the State Commissioner of Human Rights of said failure or refusal.

c. If directed to do so by the Commissioner of Human Rights, the CONSTRUCTION MANAGER will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of the provisions of clauses a. and b. and such provisions of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.

d. The CONSTRUCTION MANAGER will state, in all solicitations or advertisements for employees placed by or on behalf of the CONSTRUCTION MANAGER, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, national origin, age, disability, or marital status.

e. The CONSTRUCTION MANAGER will comply with the provisions of Sections 290-299 of the Executive Law and with the Civil Rights Laws, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these nondiscrimination clauses and said sections of the Executive Law, and will permit access to the CONSTRUCTION MANAGER's books, records, and accounts by the State Commissioner of Human Rights, the Attorney General, and the Industrial Commissioner for the purpose of investigation to ascertain compliance with these nondiscrimination clauses and said sections of the Executive Law and Civil Rights Laws.

f. This Agreement may be forthwith canceled, terminated, or suspended in whole or in part, by the contracting agency upon the basis of a finding made by the State Commissioner of Human Rights that the CONSTRUCTION MANAGER has not complied with these nondiscrimination clauses, and the CONSTRUCTION MANAGER may be declared ineligible for future Agreements made by or on behalf of the State or public authority or agency of the State, until the CONSTRUCTION MANAGER satisfies the State Commissioner of Human Rights that the CONSTRUCTION MANAGER has established and is carrying out a program in conformity with the provisions of these nondiscrimination clauses. Said finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these nondiscrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the CONSTRUCTION MANAGER, and an opportunity has been afforded the CONSTRUCTION MANAGER to be heard publicly in accordance with the Executive Law. Said sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

g. The CONSTRUCTION MANAGER will include the provisions of clauses a. through f. in every subcontract or purchase order in such a manner that said provisions will be binding upon each SUBCONSULTANT or vendor as to operations to be performed within the State of New York. The CONSTRUCTION MANAGER will take such action in enforcing said provisions of said subcontract or purchase order as the State Commissioner of Human Rights or the contracting agency may direct, including sanctions or remedies for non-compliance. If the CONSTRUCTION MANAGER becomes involved in or is threatened with litigation with a SUBCONSULTANT or vendor as a result of said direction by the State Commissioner of Human Rights or the contracting agency, the CONSTRUCTION MANAGER shall promptly so notify the Attorney General, requesting the Attorney General to intervene and protect the interests of the State of New York.

**3. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall read and shall be enforced as though so included.

**4. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS**

The CONSTRUCTION MANAGER shall comply fully with all applicable laws, rules, and regulations.

**5. AGREEMENT DEEMED EXECUTORY**

The CONSTRUCTION MANAGER agrees that this Agreement shall be deemed executory to the extent of moneys available and that no liability shall be incurred by the OWNER beyond the moneys available therefor.

**6. OWNERSHIP OF DOCUMENTS**

Original drawings and specifications will become the property of the OWNER, and the CONSTRUCTION MANAGER may not use the drawings and specifications for any purpose not relating to the Project without the OWNER's consent. The CONSTRUCTION MANAGER may retain such reproductions of drawings and specifications as the CONSTRUCTION MANAGER may reasonably require. Upon completion of the Work or any early termination of this Agreement, the CONSTRUCTION MANAGER will promptly furnish the OWNER with the complete set of original record prints. All such original drawings and specifications shall become the property of the OWNER who may use them, without the CONSTRUCTION MANAGER's permission, for any proper purpose including, but not limited to, additions to or completion of the Project.

**7. TERMINATION**

**Termination for Cause**

In the event that any provision of the Agreement is violated by the CONSTRUCTION MANAGER or by any SUBCONSULTANT, the OWNER may serve written notice upon the CONSTRUCTION MANAGER and upon the CONSTRUCTION MANAGER's surety of the OWNER's intention to terminate the Agreement; such notice shall contain the reasons for the intention to terminate the Agreement upon a date specified by the OWNER. If the violation or delay shall not cease or arrangements satisfactory to the OWNER shall not be made, the Agreement shall terminate upon the date so specified by the OWNER. In the event of any such termination, the OWNER may take over the Work and prosecute same to completion by Agreement or otherwise for the account and at the expense of the CONSTRUCTION MANAGER, and the CONSTRUCTION MANAGER and its surety, if any, shall be liable to the OWNER for all costs occasioned the OWNER thereby. In the event of such termination the OWNER may take possession of and may utilize such materials, appliances, and plant as may be on the Site and necessary or useful in completing the Work.

**Termination for Convenience**

The OWNER, at any time, may terminate this Agreement in whole or in part. Any such termination shall be effected by mailing or delivering to the CONSTRUCTION MANAGER a written notice of termination specifying the extent to which performance of Work under this Agreement is terminated and the date upon which said termination becomes effective. Upon receipt of the notice of termination, the CONSTRUCTION MANAGER shall act promptly to minimize the expenses resulting from said termination. The OWNER shall pay the CONSTRUCTION MANAGER the costs actually incurred by the CONSTRUCTION MANAGER including any fee earned up to the effective date of said termination, but in no event shall the CONSTRUCTION MANAGER be entitled to compensation in excess of the total consideration of this Agreement. In the event of said termination, the OWNER may take over the Work and prosecute same to completion by Agreement or otherwise and may take possession of and may utilize such materials, appliances, and plant as may be on the site and necessary or useful to complete the Work.

**8. SUSPENSION OR ALTERATION**

a. The OWNER may order the CONSTRUCTION MANAGER in writing to suspend, delay, or interrupt performance of all or any part of the Work for a reasonable period of time as the OWNER may determine. The order shall contain the reason or reasons for issuance which may include, but shall not be limited to, the following: latent field conditions, substantial program revisions, acquisition of rights-of-way or real property, financial crisis, labor disputes, civil unrest, or Acts of God.

b. Upon receipt of a suspension order, the CONSTRUCTION MANAGER shall, as soon as practicable, cease performance of the Work as ordered and take immediate affirmative measures to protect such Work from loss or damage.

c. The CONSTRUCTION MANAGER specifically agrees that such suspension, interruption, or delay of the performance of the Work pursuant to this Item shall not increase the cost of performance of the Work of this Agreement.

d. Time of Completion of the Work may be extended to such time as the OWNER determines shall compensate for the time lost by the suspension, interruption, or delay, such determination to be set forth in writing.

**9. LAWS OF THE STATE OF NEW YORK**

This Agreement shall be governed by the Laws of the State of New York.

**10. CODES**

Unless otherwise directed by the OWNER, the CONSTRUCTION MANAGER shall comply with all applicable codes and regulations required by law. Without limiting the generality of the foregoing, compliance with codes and regulations shall include, but shall not be limited to, those of the following which are applicable:

- a. Administrative Codes
- b. the Zoning Resolutions
- c. the State Building Code, NYS Uniform Fire Prevention and Building Code, latest edition
- d. Local Zoning Ordinances
- e. Local Building Codes
- f. the State Hospital Code

If Federal Aid is obtained for any facilities described herein, then any and all regulations imposed by the participating Federal Agency shall be complied with in the performance of this Agreement.

**11. GOVERNMENT PROVISIONS**

The CONSTRUCTION MANAGER shall comply with any applicable provisions or Acts of Congress, rules, regulations, and requirements of the Government of the United State of America. If there is a grant of money or loan of money by the Government of the United States of America for the Project, then the CONSTRUCTION MANAGER shall furnish any information and provide any assistance which the OWNER deemed necessary for the preparation of any certificates, reports, or materials required as a result of obtaining said grant or loan.

**12. COOPERATION**

The CONSTRUCTION MANAGER shall render any assistance which the OWNER may require with respect to any claim or action in any way relating to the CONSTRUCTION MANAGER's services during or subsequent to the design or construction of the Project including, without limitation, review of claims, preparation of technical reports

and participation in negotiations both before and after it has otherwise completed performance of the Agreement and without any additional compensation therefor.

### **13. LATE PAYMENT**

Timeliness of payment and any interest to be paid to the CONSTRUCTION MANAGER for late payment shall be governed by Section 2880 of the Public Authorities Law, to the extent required by law.

### **14. DEATH OF THE CONSTRUCTION MANAGER**

If the CONSTRUCTION MANAGER is an individual and that CONSTRUCTION MANAGER shall die prior to the said completed performance of this Agreement, then the payment to the estate of said CONSTRUCTION MANAGER, pursuant to this Agreement, shall be made as if the Project or any part thereof had been suspended or altered on the date of the death of the CONSTRUCTION MANAGER. If the CONSTRUCTION MANAGER is a partnership and a partner shall die prior to the completed performance of this Agreement, the OWNER, in the OWNER's discretion, may deem the Project or any part thereof, suspended or altered on the date of said death or any date thereafter which the OWNER selects, and the payment to the estate of the deceased CONSTRUCTION MANAGER or the partnership, pursuant to this Agreement, shall be made as if the Project or any part thereof had been suspended or altered on the date of said death or such other date thereafter selected by the OWNER. The OWNER shall have the right to the immediate possession of all files of the CONSTRUCTION MANAGER relating to the Project, all plans and specifications in regard to the Project, and shall have a right to retain the services of another CONSTRUCTION MANAGER to complete the Project. If the CONSTRUCTION MANAGER is a professional or other corporation, then this paragraph shall not be applicable.

### **15. OWNER-CONSTRUCTION MANAGER RELATIONSHIP**

The relationship created by this Agreement between the OWNER and CONSTRUCTION MANAGER is one of independent CONSTRUCTION MANAGER and it is in no way to be construed as creating any agency relationship between the OWNER and the CONSTRUCTION MANAGER nor is it to be construed as, in any way or under any circumstances, creating or appointing the CONSTRUCTION MANAGER as an agent of the OWNER for any purpose whatsoever.

### **16. PROTECTION OF LIVES AND HEALTH**

Each CONSTRUCTION MANAGER and SUBCONSULTANT shall comply fully with all applicable provisions of the laws of the State of New York, the United States of America, and with all applicable rules and regulations, adopted or promulgated, by agencies or municipalities of the State of New York or the United States of America. The CONSTRUCTION MANAGER's and SUBCONSULTANT's attention is specifically called to the applicable rules and regulations, codes, and bulletins of the New York State Department of Labor and to the standards imposed under the Federal Occupational Safety and Health Act of 1970, as amended. The CONSTRUCTION MANAGER shall report on compliance to the OWNER or OWNER's Representative at the weekly safety meetings.

### **17. AFFIRMATIVE ACTION**

A. The CONSTRUCTION MANAGER agrees, in addition to any other nondiscrimination provision of the Agreement and at no additional cost to the Owner, to fully comply with and cooperate in the implementation of an Affirmative Action Plan designed to provide for equal employment opportunities for Minorities and Women, and a goal oriented Utilization Plan for Minority/Women Business Enterprise (M/WBE) participation in the performance of the Work, in such form and substance as herein stated. The CONSTRUCTION MANAGER further agrees to incorporate all Affirmative Action provisions of the Agreement in all subcontracts, regardless of tier.

B. The CONSTRUCTION MANAGER must submit to the Owner, and the prospective SUBCONSULTANT's must submit to the CONSTRUCTION MANAGER, an Affirmative Action Plan which demonstrates its best efforts

to provide for equal employment opportunities for Minorities and Women, and a goal oriented Utilization Plan for MBE/WBE participation in the performance of the Work, in such form and substance as may be required by the Owner. A meeting to review these submissions may be scheduled by the Owner.

C. These Affirmative Action provisions shall be deemed supplementary to, and not in lieu of the nondiscrimination provisions required by N.Y.S. Labor Law or other applicable Federal, State or local laws.

D. In Accordance with Article 15A of the Executive Law and in conformance with the Regulations promulgated by the Minority and Women's Business Development Division of the New York State Department of Economic Development, the CONSTRUCTION MANAGER agrees to be bound by the following clauses. In any circumstances of uncertainty or conflict, the Regulations of the Minority and Women's Business Development Division supersede this information.

#### 1. Utilization Plan; Waivers.

a. The CONSTRUCTION MANAGER shall submit to the Owner a Utilization Plan on forms provided by the Owner within the time-frame stated in the Supplement To Information For Bidders. The Utilization Plan shall list all SUBCONSULTANT's and suppliers the CONSTRUCTION MANAGER intends to use on the Agreement and indicate which ones are M/WBEs. The Utilization Plan shall be prepared to achieve the participation goals indicated in the bid documents.

b. The Owner will review the Utilization Plan and will issue to the CONSTRUCTION MANAGER a written notice of acceptance or deficiency within twenty (20) days of its receipt. A notice of deficiency shall include (i) the name of any M/WBE which is not acceptable for the purpose of complying with the M/WBE participation goals and the reasons why it is not acceptable; (ii) elements of the Agreement scope of work which the Owner has determined can be reasonably structured by the CONSTRUCTION MANAGER to increase the likelihood of participation in the Agreement by M/WBEs; and (iii) other information which the Owner determines to be relevant to the Utilization Plan.

c. The CONSTRUCTION MANAGER shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Owner a written remedy in response to the notice of deficiency. If the written remedy which is submitted is not timely or is found by the Owner to be inadequate, the Owner shall notify the CONSTRUCTION MANAGER and direct the CONSTRUCTION MANAGER to submit, within five (5) business days, a request for a partial or total waiver of M/WBE participation goals on forms provided by the Owner. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid.

d. The CONSTRUCTION MANAGER who has made good faith efforts to obtain commitments from M/WBE SUBCONSULTANT's and suppliers prior to submitting its Utilization Plan may submit a request for waiver at the same time it submits its Utilization Plan. If a request for waiver is submitted with the Utilization Plan and is not accepted by the Owner at that time, the provisions of clauses (b) and (c), regarding the notice of deficiency and written remedy will apply. In this case, the CONSTRUCTION MANAGER may submit a second request for waiver as directed by the Owner.

e. If the CONSTRUCTION MANAGER does not submit a Utilization Plan, remedy deficiencies in a Utilization Plan, submit a request for waiver, or if the Owner determines that the Utilization Plan does not indicate that the M/WBE participation goals will be met and/or that the CONSTRUCTION MANAGER has failed to document good faith efforts, the Owner may disqualify the CONSTRUCTION MANAGER as being not-responsible.

f. The CONSTRUCTION MANAGER shall attempt to utilize, in good faith, any MBE or WBE identified within its Utilization Plan, at least to the extent indicated in the Plan.

#### 2. Administration Hearing on Disqualification



a. If the Owner disqualifies a bid for any of the reasons set forth in (1) (e) above, the CONSTRUCTION MANAGER shall be entitled to an administrative hearing, on the record, before a hearing officer appointed by the Owner to review the determination of disqualification of the bid and determination of non-responsibility of the CONSTRUCTION MANAGER.

b. The hearing officer's determination shall be the final determination of the Owner. Such final administrative determination shall be reviewable by a proceeding brought pursuant to Article 78 of the Civil Practice Law and Rules, provided such proceeding is commenced within thirty (30) days of notice given by certified mail, return receipt requested, rendering such final administrative determination in accordance with the provisions of Section 313 of the Executive Law.

### **3. Good Faith Efforts**

In order to show that it has made good faith efforts to comply with the M/WBE participation goals of this Agreement, the CONSTRUCTION MANAGER shall submit such documentation as will enable the Owner to make a determination in accordance with the criteria set forth in Section 313 of the Executive Law and the Rules and Regulations promulgated thereunder.

### **4. Compliance Reports**

The CONSTRUCTION MANAGER shall submit, and shall require SUBCONSULTANT's to submit, compliance reports on forms and at intervals established by the Owner. Reports not submitted at such times as required by the Owner shall be cause for the Owner to delay implementing scheduled payments to the CONSTRUCTION MANAGER.

### **5. CONSTRUCTION MANAGER's Failure to Meet M/WBE Participation Goals**

(a) If the CONSTRUCTION MANAGER, after making good faith efforts, is unable to comply with a Agreement's M/WBE participation goals, the CONSTRUCTION MANAGER may submit a request for a partial or total waiver on forms provided by the Owner documenting good faith efforts by the CONSTRUCTION MANAGER to meet such goals. If the documentation required with the request for waiver is complete, the Owner shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

(b) If the Owner, upon review of the CONSTRUCTION MANAGER's Utilization Plan and compliance reports, determines that the CONSTRUCTION MANAGER is failing or refusing to comply with the Agreement's M/WBE participation goals, and no waiver has been issued in regards to such non-compliance, the Owner may issue a notice of deficiency to the CONSTRUCTION MANAGER. The CONSTRUCTION MANAGER must respond to the notice to deficiency within seven (7) days of receipt. Such response may include a request for partial or total waiver of M/WBE participation goals.

### **6. CONSTRUCTION MANAGER and Owner Complaints; Arbitration**

(a) Subsequent to the award of this Agreement, if the CONSTRUCTION MANAGER submits a request for waiver of M/WBE participation goals and the Owner denies the request or fails to respond in any way within twenty (20) days of receiving it, or if the CONSTRUCTION MANAGER has received a written determination from the Owner that the CONSTRUCTION MANAGER is failing or refusing to comply with goals, the CONSTRUCTION MANAGER may file a complaint with the Director, Division of Minority and Women's Development in the Department of Economic Development ("Director"), according to the provisions of Section 316 of the Executive Law. The complaint must be filed within twenty (20) days of the Owner's receipt of the request for waiver, if the Owner has not responded in that time, or within twenty (20) days of a notification that the request has been denied by the Owner or within twenty (20) days of receipt of notification from the Owner that the CONSTRUCTION MANAGER is failing or refusing to comply with goals.

(b) If the CONSTRUCTION MANAGER fails or refuses to comply with goals for participation by M/WBEs as established by this Agreement, the Owner may file a complaint with the Director pursuant to Section 316 of the Executive Law.

(c) A complaint shall set forth the facts and circumstances giving rise to the complaint together with a demand for relief.

(d) The party filing a complaint, whether the CONSTRUCTION MANAGER or the Owner, shall deliver a copy to the other party. Both the complaint and the copy shall be delivered by either personal service or by certified mail, return receipt requested.

(e) Upon receipt of a complaint the Director shall provide the party against whom the complaint has been filed with an opportunity to respond to the complaint. If within thirty (30) days of receipt of the complaint the Director is unable to resolve the complaint to the satisfaction of the Owner and the CONSTRUCTION MANAGER, the complaint shall be referred to the American Arbitration Association for resolution pursuant to Section 316 of the Executive Law and the applicable requirements of Article 75 of the Civil Practice Law and Rules.

(f) Upon conclusion of the arbitration proceeding, the arbitrator will submit to the Director his or her award regarding the alleged violation of the Agreement or refusal of the Owner to grant a waiver request by the CONSTRUCTION MANAGER. The award of the arbitrator with respect to the alleged violation of the Agreement or the refusal of the Owner to grant a waiver shall be final and may be vacated or modified only as provided by Article 75 of the Civil Practice Law and Rules.

(g) Upon conclusion of the arbitration proceedings and the rendition of an award, the arbitrator will also recommend to the Director a remedy including, if appropriate, the imposition of sanctions, fines or penalties. The Director will either (i) adopt the recommendation of the arbitrator; (ii) determine that no sanctions, fines or penalties should be imposed; or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty.

(h) The Director, within ten (10) days of receipt of the arbitrator's award and recommendations, will issue a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail, return receipt requested. The determination of the Director as to the imposition of fines, sanctions, or penalties shall be reviewable pursuant to Article 78 of the Civil Practice Law and Rules.

(i) The determination of the Owner or the CONSTRUCTION MANAGER to proceed with a complaint shall not preclude the Owner, in its discretion, from pursuing any other remedies which it may have pursuant to law and Agreement.

## **7. Subcontracts**

The CONSTRUCTION MANAGER will include the provisions of paragraphs three (3.) and six (6.) above in every subcontract, in such manner that such provisions will be binding upon the SUBCONSULTANT as to work in connection with this Agreement.

E. The following forms are to be used in submitting Affirmative Action Plans and are hereby made a part of the Agreement:

1. CONSTRUCTION MANAGER's Utilization Plan, Minority & Female (EEO-1)
2. CONSTRUCTION MANAGER's Utilization Plan (EEO-6)
3. Bid-Contract Activity Summary (EEO-6b)
4. Six-Month Utilization Workforce Projection Schedule (EEO-7)
5. CONSTRUCTION MANAGER's Permanent Employee Distribution (EEO-8)

6. Compliance Report (SC11A)
7. Request for Waiver (Waiver)

**18. N.Y.S. UNIFORM CONTRACTING QUESTIONNAIRE**

A. In order to assist the OWNER in determining the responsibility and reliability of the vendor selected for the Agreement and to effectuate the directives of Executive Order No. 125, the Council of Contracting Agencies has adopted procedures to collect and exchange relevant information among Contracting Agencies.

B. When directed by the OWNER, prior to the award of any Agreement valued at \$10,000 or more, the selected vendor shall, within ten (10) days following either oral or written notice that it must comply, submit, in the form provided by the OWNER, a duly executed Uniform Contracting Questionnaire to the OWNER at the following address:

Dormitory Authority -- State of New York  
Uniform Contracting Questionnaire Responsibility Information Officer  
161 Delaware Avenue  
Delmar, New York 12054-1398

C. The information contained in the Uniform Contracting Questionnaire will serve as an informational resource to aid the OWNER in making an award determination.

D. Duly executed Uniform Contracting Questionnaires submitted to the OWNER or any other Contracting Agency shall be effective for a period of one year from their execution provided that the facts attested therein have remained unchanged.

E. The CONSTRUCTION MANAGER may submit a copy of a previously executed Uniform Contracting Questionnaire if it is submitted within one year of its Date of Execution and provided that it is accompanied by a duly executed Affidavit of No Change on the form supplied by the OWNER.

**19. PROHIBITED INTERESTS**

A. Officers and employees of the Owner are bound by Sections 73, 73-a and 74 of the Public Officers Law. In addition, no officer, employee, architect, attorney, engineer, inspector or consultant of or for the Owner authorized on behalf of the Owner to exercise any legislative, executive, administrative, supervisory or other similar functions in connection with the Agreement or the Work, shall become personally interested, directly or indirectly, in the Agreement, material supply contract, subcontract, insurance Agreement, or any other Agreement pertaining to the Work.

B. Employees of the Owner are bound by Sections 73 (5) and 74 of the New York State Public Officers Law and New York State Ethics Commission Advisory Opinion No. 94-16 with respect to the solicitation, acceptance or receipt of gifts, gratuities, stipends or other things of value from entities having a direct or indirect business interest with the Owner. Employees are prohibited from soliciting, accepting or receiving from the Consultant anything with a value of \$75 or more, or anything, regardless of value, that would constitute a substantial conflict with the proper discharge of the employee's duties in the public interest. The Consultant agrees that its directors, officers and employees will abide by the aforementioned provisions in their dealings with employees of the Owner. Consultant further agrees that it shall report to the Inspector General of the Owner any attempt by an employee of the Owner to solicit any gift, gratuity, stipend or thing of value. Any violation of these provisions shall justify termination of this Agreement and may result in the rejection of the Consultant's bid for future Agreements. Any violation may also result in the rejection of bids for future Agreements from any firm in which an individual who violates this Section has an interest.



**20. INVALID PROVISIONS**

If any term or provision of the Contract Documents or the application thereof to any person, firm or corporation, or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of the Contract Documents, or the application of such terms or provisions to persons, firms or corporations, or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of the Contract Documents shall be valid and be enforced to the fullest extent permitted by law.

**21. CONFLICTING TERMS**

In the event of a conflict between or among any parts of the Agreement, including Appendices thereto, the better quality, greater quantity, or more costly part shall govern, unless the OWNER directs otherwise.

**22. NONCOMPLIANCE**

This Agreement may be void and of no effect unless the CONSTRUCTION MANAGER complies with each of the provisions of these **ADDITIONAL ITEMS**.

## GENERAL INSURANCE REQUIREMENTS

<b>ACORD</b>	<b>CERTIFICATE OF INSURANCE</b>	<b>DATE (MM/DD/YY)</b>
--------------	---------------------------------	------------------------

<b>PRODUCER</b>  Local Agent	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>INSURED</b>  Your Name	<b>COMPANIES AFFORDING COVERAGE</b>
	COMPANY A Your Insurance Company
	COMPANY B Your Insurance Company
	COMPANY C Your Insurance Company
	COMPANY D Your Insurance Company
	COMPANY E Your Insurance Company

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONT PROT <input checked="" type="checkbox"/> Include Independent Contractors <input checked="" type="checkbox"/> XCU Coverage	XYZ - 123	04/01/XX	04/01/XY	GENERAL AGGREGATE \$1,000,000
					PRODUCTS-COMP/OP AGG \$1,000,000
					PERSONAL & ADV INJURY \$1,000,000
					EACH OCCURRENCE \$1,000,000
					FIRE DAMAGE (Any one fire) \$ 50,000
					MED EXP (Any one person) \$ 5,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> GARAGE LIABILITY	ABC-345	04/01/XX	04/01/XY	COMBINED SINGLE LIMIT \$1,000,000
					BODILY INJURY (Per Person) \$1,000,000
					BODILY INJURY (Per accident) \$1,000,000
					PROPERTY DAMAGE \$1,000,000
C	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	LLL-555	04/01/XX	04/01/XY	EACH OCCURRENCE \$4,000,000
					AGGREGATE \$4,000,000
					\$
D	WORKERS COMPENSATION  AND  EMPLOYERS' LIABILITY	WCP-578	04/01/XX	04/01/XY	<input type="checkbox"/> STATUTORY LIMITS
					EACH ACCIDENT \$ 100,000
					DISEASE - POLICY LIMIT \$ 100,000
					DISEASE - EACH EMPLOYEE \$ 100,000
E	OTHER NYS Disability Benefits	DBL-010	04/01/XX	04/01/XY	STATUTORY

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS Waiver of Subrogation for Workers Comp. & General Liability

DASNY CONTRACT NO. \_\_\_\_\_ FACILITY: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

The following are Additional Insureds as respects this Project:

Dormitory Authority—State of New York 181 Delaware Avenue Delmar, NY 12054 Attn: Risk Management Unit	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY XXXXXXXXXXXXXXXXXXXX MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT XXXXXXXXXXXXXXXXXXXX AUTHORIZED REPRESENTATIVE Your Representative
--	--

## CONSULTANT'S UTILIZATION PLAN

## DORMITORY AUTHORITY - STATE OF NEW YORK

Office For Affirmative Action  
One Penn Plaza, 48th Floor  
New York, New York 10119-0118

## CONSULTANT IDENTIFICATION

Firm \_\_\_\_\_  
Address \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State Zip \_\_\_\_\_  
Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_

## PROJECT INFORMATION

Project \_\_\_\_\_ Contract Amount \$ \_\_\_\_\_  
Address \_\_\_\_\_ Contract Number \_\_\_\_\_  
Address \_\_\_\_\_ Project Term \_\_\_\_\_ Mo.  
Address \_\_\_\_\_ Authority Goal: MBE \_\_\_\_\_ (%)  
Authority Goal: WBE \_\_\_\_\_ (%)

Work Description \_\_\_\_\_

## 1. List previous Dormitory Authority Work performed by your Firm:

Project _____	Contract Amount \$ _____
MBE Utilization: \$ _____	WBE Utilization: \$ _____
Project _____	Contract Amount \$ _____
MBE Utilization: \$ _____	WBE Utilization: \$ _____
Project _____	Contract Amount \$ _____
MBE Utilization: \$ _____	WBE Utilization: \$ _____

2. Do you intend to engage other consultants or acquire other services in connection with the Work of this Contract?  
☐ No ☐ Yes If YES, provide the information below:

TYPE OF CONSULTANT OR SERVICE

ESTIMATED AMOUNT

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

3. Do you intend to acquire any supplies, materials, furniture, equipment or similar items in connection with the Work of this Contract? ☐ No ☐ Yes If YES, provide the information below:

TYPE OF SUPPLIES, MATERIALS, ETC.

ESTIMATED AMOUNT

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

## CONSULTANT'S UTILIZATION PLAN

4. Several Minority- and Women-Owned Businesses, MBE and WBE, utilized by your Firm during the past three year

Name _____ Address _____ Address _____	Service/Product Provided: Award \$ _____ <input type="checkbox"/> MBE <input type="checkbox"/> WBE
Name _____ Address _____ Address _____	Service/Product Provided: Award \$ _____ <input type="checkbox"/> MBE <input type="checkbox"/> WBE
Name _____ Address _____ Address _____	Service/Product Provided: Award \$ _____ <input type="checkbox"/> MBE <input type="checkbox"/> WBE
Name _____ Address _____ Address _____	Service/Product Provided: Award \$ _____ <input type="checkbox"/> MBE <input type="checkbox"/> WBE

5. Complete the Minority- and Women-Owned Business Goal Tabulation Schedule below for your Firm using either dollar amounts or a percentage of your Contract.

AL AWARD CATEGORY	MBE GOAL	WBE GOAL	DOLLARS or PERCENT	
Consultants and Services	_____	_____	<input type="checkbox"/> (\$)	<input type="checkbox"/> (%)
Supplies, Materials, etc.	_____	_____	<input type="checkbox"/> (\$)	<input type="checkbox"/> (%)
Overall Goal	_____	_____	<input type="checkbox"/> (\$)	<input type="checkbox"/> (%)

6. Space below is provided for comments that your Firm may have regarding the utilization of minority- and/or Women-Owned Businesses in the Work of your Contract.

Principal or Officer:

Name of Principal or Officer \_\_\_\_\_

Type Title of Principal or Officer \_\_\_\_\_

Signature of Principal or Officer \_\_\_\_\_

Date \_\_\_\_\_

Below the line above

Senior Director, Office For Affirmative Action  
Dormitory Authority - State of New York

Date \_\_\_\_\_

**CONSULTANT'S BID-CONTRACT ACTIVITY SUMMARY WITH  
MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES**

**DORMITORY AUTHORITY - STATE OF NEW YORK**

Office For Affirmative Action  
One Penn Plaza, 48th Floor  
New York, New York 10119-0118

**CONSULTANT IDENTIFICATION**

Firm \_\_\_\_\_ Fed ID No. \_\_\_\_\_  
Address \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State Zip \_\_\_\_\_  
Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_

**PROJECT INFORMATION**

Project \_\_\_\_\_ Contract Amount \$ \_\_\_\_\_  
Contract Number \_\_\_\_\_  
Work Description \_\_\_\_\_ MBE Goal Status: ☐ Over ☐ Under  
Consultant's Goals: MBE \$ \_\_\_\_\_ WBE \$ \_\_\_\_\_ WBE Goal Status: ☐ Over ☐ Under

**MINORITY- AND WOMEN-OWNED BUSINESS BID AND CONTRACT ACTIVITY SUMMARY**

Firm Name \_\_\_\_\_ Value of Proposal/Bid Received or Award \$ \_\_\_\_\_  
Addr \_\_\_\_\_ Date of Award, Pending or Eliminated Action \_\_\_\_\_  
Addr \_\_\_\_\_ Contract Status: ☐ Awarded ☐ Pending ☐ Eliminated  
Work Description: \_\_\_\_\_ Type of Firm: ☐ MBE ☐ WBE

Firm Name \_\_\_\_\_ Value of Proposal/Bid Received or Award \$ \_\_\_\_\_  
Addr \_\_\_\_\_ Date of Award, Pending or Eliminated Action \_\_\_\_\_  
Addr \_\_\_\_\_ Contract Status: ☐ Awarded ☐ Pending ☐ Eliminated  
Work Description: \_\_\_\_\_ Type of Firm: ☐ MBE ☐ WBE

Firm Name \_\_\_\_\_ Value of Proposal/Bid Received or Award \$ \_\_\_\_\_  
Addr \_\_\_\_\_ Date of Award, Pending or Eliminated Action \_\_\_\_\_  
Addr \_\_\_\_\_ Contract Status: ☐ Awarded ☐ Pending ☐ Eliminated  
Work Description: \_\_\_\_\_ Type of Firm: ☐ MBE ☐ WBE

Firm Name \_\_\_\_\_ Value of Proposal/Bid Received or Award \$ \_\_\_\_\_  
Addr \_\_\_\_\_ Date of Award, Pending or Eliminated Action \_\_\_\_\_  
Addr \_\_\_\_\_ Contract Status: ☐ Awarded ☐ Pending ☐ Eliminated  
Work Description: \_\_\_\_\_ Type of Firm: ☐ MBE ☐ WBE

Firm Name \_\_\_\_\_ Value of Proposal/Bid Received or Award \$ \_\_\_\_\_  
Addr \_\_\_\_\_ Date of Award, Pending or Eliminated Action \_\_\_\_\_  
Addr \_\_\_\_\_ Contract Status: ☐ Awarded ☐ Pending ☐ Eliminated  
Work Description: \_\_\_\_\_ Type of Firm: ☐ MBE ☐ WBE

\_\_\_\_\_  
Type Name of Principal or Officer

\_\_\_\_\_  
Type Title of Principal or Officer

\_\_\_\_\_  
Signature of Principal or Officer

\_\_\_\_\_  
Date

**CONSULTANT'S PERMANENT EMPLOYEE DISTRIBUTION****DORMITORY AUTHORITY - STATE OF NEW YORK**

Office For Affirmative Action

One Penn Plaza, 48th Floor

New York, New York 10119-0118

**CONSULTANT IDENTIFICATION**

Firm \_\_\_\_\_ Fed ID No. \_\_\_\_\_  
 Address \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State Zip \_\_\_\_\_  
 Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_

**PROJECT INFORMATION**

Project \_\_\_\_\_ Contract Amount \$ \_\_\_\_\_  
 \_\_\_\_\_ Contract Number \_\_\_\_\_

**DISTRIBUTION OF PERMANENT EMPLOYEES**

ENTER POSITION OR JOB TITLE	FEMALE EMPLOYEES					MALE EMPLOYEES				
	WHITE	BLACK	AMERICAN	HISPANIC	ASIAN	WHITE	BLACK	AMERICAN	HISPANIC	ASIAN

EXECUTIVE AND OWNER: For position titles such as President, Partner, Owner, Treasurer, Secretary, etc.

_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

PROFESSIONAL: For position titles of individuals possessing a License to practice their profession

_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

TECHNICAL AND MANAGEMENT: For position titles except Executive and Owner, Professional, and Clerical and Support

_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

**CLERICAL AND SUPPORT**

_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

Type Name of Principal or Officer

Type Title of Principal or Officer

Signature of Principal or Officer

Date

## CONSULTANT'S COMPLIANCE REPORT

## DORMITORY AUTHORITY - STATE OF NEW YORK

Office For Affirmative Action

One Penn Plaza, 48th Floor

New York, New York 10119-0118

Page 1 of \_\_\_\_  
Year \_\_\_\_\_

## CONSULTANT IDENTIFICATION

Firm \_\_\_\_\_ Fed ID No. \_\_\_\_\_  
 Address \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_  
 Contact Person \_\_\_\_\_ State Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_

## PROJECT INFORMATION

Project \_\_\_\_\_ Contract Amount \$ \_\_\_\_\_  
 Work Description \_\_\_\_\_ Contract Number \_\_\_\_\_  
 Completion Percent: ☐ 25% ☐ 50% ☐ 75% ☒ 100% Estimated \_\_\_\_\_  
 Completion Date \_\_\_\_\_

## MINORITY- AND WOMEN- OWNED BUSINESS CONTRACT STATUS SUMMARY

Firm Name \_\_\_\_\_ ☐ MBE ☐ WBE Contract Value \$ \_\_\_\_\_  
 Addr \_\_\_\_\_ Fed ID No: \_\_\_\_\_ Payments To Date \$ \_\_\_\_\_  
 Addr \_\_\_\_\_ Telephone: \_\_\_\_\_ Start Date (Est) \_\_\_\_\_  
 Work Description: \_\_\_\_\_ End Date (Est) \_\_\_\_\_

Firm Name \_\_\_\_\_ ☐ MBE ☐ WBE Contract Value \$ \_\_\_\_\_  
 Addr \_\_\_\_\_ Fed ID No: \_\_\_\_\_ Payments To Date \$ \_\_\_\_\_  
 Addr \_\_\_\_\_ Telephone: \_\_\_\_\_ Start Date (Est) \_\_\_\_\_  
 Work Description: \_\_\_\_\_ End Date (Est) \_\_\_\_\_

Firm Name \_\_\_\_\_ ☐ MBE ☐ WBE Contract Value \$ \_\_\_\_\_  
 Addr \_\_\_\_\_ Fed ID No: \_\_\_\_\_ Payments To Date \$ \_\_\_\_\_  
 Addr \_\_\_\_\_ Telephone: \_\_\_\_\_ Start Date (Est) \_\_\_\_\_  
 Work Description: \_\_\_\_\_ End Date (Est) \_\_\_\_\_

Firm Name \_\_\_\_\_ ☐ MBE ☐ WBE Contract Value \$ \_\_\_\_\_  
 Addr \_\_\_\_\_ Fed ID No: \_\_\_\_\_ Payments To Date \$ \_\_\_\_\_  
 Addr \_\_\_\_\_ Telephone: \_\_\_\_\_ Start Date (Est) \_\_\_\_\_  
 Work Description: \_\_\_\_\_ End Date (Est) \_\_\_\_\_

Firm Name \_\_\_\_\_ ☐ MBE ☐ WBE Contract Value \$ \_\_\_\_\_  
 Addr \_\_\_\_\_ Fed ID No: \_\_\_\_\_ Payments To Date \$ \_\_\_\_\_  
 Addr \_\_\_\_\_ Telephone: \_\_\_\_\_ Start Date (Est) \_\_\_\_\_  
 Work Description: \_\_\_\_\_ End Date (Est) \_\_\_\_\_

Type Name of Principal or Officer \_\_\_\_\_

Type Title of Principal or Officer \_\_\_\_\_

Signature of Principal or Officer \_\_\_\_\_

Date \_\_\_\_\_

# CONSULTANT'S COMPLIANCE REPORT CONTINUATION SHEET

CONSULTANT \_\_\_\_\_ Page No. \_\_\_\_\_ of \_\_\_\_\_  
PROJECT NUMBER \_\_\_\_\_ Quarter Number \_\_\_\_\_  
Year \_\_\_\_\_

## MBE - WBE - OWNED-BUSINESS QUARTERLY CONTRACT STATUS SUMMARY - CONTINUED

Firm Name \_\_\_\_\_ ☐ MBE ☐ WBE Contract Value \$ \_\_\_\_\_  
Addr \_\_\_\_\_ Fed ID No: \_\_\_\_\_ Payments To Date \$ \_\_\_\_\_  
Addr \_\_\_\_\_ Telephone: \_\_\_\_\_ Start Date (Est) \_\_\_\_\_  
Work Description: \_\_\_\_\_ End Date (Est) \_\_\_\_\_

Firm Name \_\_\_\_\_ ☐ MBE ☐ WBE Contract Value \$ \_\_\_\_\_  
Addr \_\_\_\_\_ Fed ID No: \_\_\_\_\_ Payments To Date \$ \_\_\_\_\_  
Addr \_\_\_\_\_ Telephone: \_\_\_\_\_ Start Date (Est) \_\_\_\_\_  
Work Description: \_\_\_\_\_ End Date (Est) \_\_\_\_\_

Firm Name \_\_\_\_\_ ☐ MBE ☐ WBE Contract Value \$ \_\_\_\_\_  
Addr \_\_\_\_\_ Fed ID No: \_\_\_\_\_ Payments To Date \$ \_\_\_\_\_  
Addr \_\_\_\_\_ Telephone: \_\_\_\_\_ Start Date (Est) \_\_\_\_\_  
Work Description: \_\_\_\_\_ End Date (Est) \_\_\_\_\_

Firm Name \_\_\_\_\_ ☐ MBE ☐ WBE Contract Value \$ \_\_\_\_\_  
Addr \_\_\_\_\_ Fed ID No: \_\_\_\_\_ Payments To Date \$ \_\_\_\_\_  
Addr \_\_\_\_\_ Telephone: \_\_\_\_\_ Start Date (Est) \_\_\_\_\_  
Work Description: \_\_\_\_\_ End Date (Est) \_\_\_\_\_

Firm Name \_\_\_\_\_ ☐ MBE ☐ WBE Contract Value \$ \_\_\_\_\_  
Addr \_\_\_\_\_ Fed ID No: \_\_\_\_\_ Payments To Date \$ \_\_\_\_\_  
Addr \_\_\_\_\_ Telephone: \_\_\_\_\_ Start Date (Est) \_\_\_\_\_  
Work Description: \_\_\_\_\_ End Date (Est) \_\_\_\_\_

Firm Name \_\_\_\_\_ ☐ MBE ☐ WBE Contract Value \$ \_\_\_\_\_  
Addr \_\_\_\_\_ Fed ID No: \_\_\_\_\_ Payments To Date \$ \_\_\_\_\_  
Addr \_\_\_\_\_ Telephone: \_\_\_\_\_ Start Date (Est) \_\_\_\_\_  
Work Description: \_\_\_\_\_ End Date (Est) \_\_\_\_\_

Firm Name \_\_\_\_\_ ☐ MBE ☐ WBE Contract Value \$ \_\_\_\_\_  
Addr \_\_\_\_\_ Fed ID No: \_\_\_\_\_ Payments To Date \$ \_\_\_\_\_  
Addr \_\_\_\_\_ Telephone: \_\_\_\_\_ Start Date (Est) \_\_\_\_\_  
Work Description: \_\_\_\_\_ End Date (Est) \_\_\_\_\_

Firm Name \_\_\_\_\_ ☐ MBE ☐ WBE Contract Value \$ \_\_\_\_\_  
Addr \_\_\_\_\_ Fed ID No: \_\_\_\_\_ Payments To Date \$ \_\_\_\_\_  
Addr \_\_\_\_\_ Telephone: \_\_\_\_\_ Start Date (Est) \_\_\_\_\_  
Work Description: \_\_\_\_\_ End Date (Est) \_\_\_\_\_



## CONSULTANT'S REQUEST FOR WAIVER

## DORMITORY AUTHORITY - STATE OF NEW YORK

Office For Affirmative Action

One Penn Plaza, 48th Floor

New York, New York 10119-0118

- A. TYPE OF WAIVER REQUEST: ☐ Total ☐ Partial. If Partial, complete blanks below:  
 MBE Waiver (%) Requested \_\_\_\_\_  
 WBE Waiver (%) Requested \_\_\_\_\_

## B. CONSULTANT

Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State Zip \_\_\_\_\_  
 Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_

## C. PROJECT

Project \_\_\_\_\_ Contract Amount \$ \_\_\_\_\_  
 Address \_\_\_\_\_ Contract Number \_\_\_\_\_  
 Address \_\_\_\_\_ Project Term \_\_\_\_\_ Mo.  
 Address \_\_\_\_\_ Authority Goal: MBE \_\_\_\_\_ (%)  
 Authority Goal: WBE \_\_\_\_\_ (%)  
 Work Description \_\_\_\_\_

## D. REQUIRED WAIVER INFORMATION DOCUMENTATION

If the form does not provide adequate space for a complete response to any item, attach additional pages as required to provide complete information requested. If any information request item is not applicable to your Company, insert "n/a" on the first information request line. Whenever a request is made for a particular document in an applicable information request and the document is not attached, the Request For Waiver will be deemed non-responsive, incomplete and will be rejected.

1. Complete the following for certified minority- and women-owned business enterprises that were solicited in writing to provide services on the Project identified above for purposes of complying with the Authority's goal requirements. Attach a copy of each solicitation for each certified firm listed. Attach a copy of each written solicitation response received from any minority-owned business, MBE, or woman-owned business, WBE.

Firm Name \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ Trade \_\_\_\_\_  
 City, State \_\_\_\_\_ Check certified firm type:  
 Contact \_\_\_\_\_ ☐ MBE ☐ WBE

Firm Name \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ Trade \_\_\_\_\_  
 City, State \_\_\_\_\_ Check certified firm type:  
 Contact \_\_\_\_\_ ☐ MBE ☐ WBE

Firm Name \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ Trade \_\_\_\_\_  
 City, State \_\_\_\_\_ Check certified firm type:  
 Contact \_\_\_\_\_ ☐ MBE ☐ WBE

